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 Commercial

* Roadside
* EMS
* PHA

086 111 1382



**PROPOSED PRODUCT OFFERING**

**Value added service offering:**

**ROADSIDE ASSIST**

**Product Description**

In the event of a roadside emergency such as a mechanical breakdown, flat tyre, flat battery or any other roadside related emergency for both vehicles and motorcycles, Europ Assistance SA can be contacted 24 hours a day to arrange assistance, anywhere within the borders of South Africa (including Lesotho, Botswana, Swaziland, Namibia and Mozambique)/

**Product Benefits**

* Assistance with **mechanical and electrical breakdown** of a vehicles or a towing service to tow the vehicle to the most appropriate place of repair or dealership. Vehicles will be towed and assisted from or at home. In the event of the service provider’s premises not being open at the time of the incident the client will qualify for an additional tow.
* **Jump-Start service** – a service provider is dispatched to jump start the vehicle. The service is limited to reasonable services to mobilise the vehicle, and exclude the cost of parts, components, lubricants and similar provisions. Assistance is also provided at non-roadside locations. **Note: New** models that are still under warranty should not be jump-started; a tow truck will be dispatched to tow the stranded vehicle to the most appropriate place of repair or safekeeping
* ***Tyre change service*** – a service provider is dispatched to change a flat tyre, at both roadside and non-roadside locations. In the event of the caller not having a spare tyre, the vehicle can be towed on a member to pay basis to the nearest appropriate place of repair (dealer) or safekeeping. The tyre change service excludes any costs for the repair of the tyre, parts, and wheel balancing or similar charges.
* ***Running out of fuel*** – 10 litres of fuel is supplied in the event of the vehicle running out of fuel – maximum 2 incidents per annum.
* ***Keys locked in the vehicle*** – a service provider is dispatched to unlock the car, the cost of the call-out fee and one hour’s labour is covered. The service excludes parts, components, keys or key cutting costs, lubricants or similar charges. If a key has broken in the ignition/door, a service provider will be dispatched. If the problem cannot be resolved, the cost of additional services, such as a tow-in, is for the caller’s account. **Note:** If locksmiths are unable to unlock newer model cars; the vehicle can be towed to the nearest appropriate place of repair (dealer) or safekeeping or to client’s request on a member to pay basis, on condition that the member settles the account with the service provider at the time of service. If the vehicle operates with a ‘smart key’, Europ Assistance will arrange for it to be towed to the most appropriate dealer, and pay for the costs up to a maximum of R500.
* ***Additional Assistance -*** One of the following: Accommodation for one night or arrangement of a taxi service or rental of a class B vehicle (valid credit card to be produced), all with a maximum of R500 per day for one day in the event that the roadside incident occurs 100km away from home. In the event that the roadside incident occurs 100km away from your residence the cost of repatriation of the vehicle following the repair will be covered to a maximum R500 per repatriation (towing or transportation).

**Roadside Assist excludes assistance** in the following:-

* Costs incurred as a result of assistance after involvement in an accident, collision, attempted theft, or hi-jacking will be for the caller’s account. Callers must be made aware that these costs need to be recovered from their insurance company directly.
* Vehicles not registered on the contract/policy.
* The cost of repair of parts, such as new batteries, tyres, locks, keys, etc.
* The cost of towing or repairs if Europ Assistance SA did not request the service
* Commercial Vehicles
* Vehicles not registered under the Road Traffic Act or similar legislation applicable in South Africa
* Recovery of a vehicle, i.e. any costs incurred in order to move a disabled vehicle into a position to facilitate a tow.
* Any damages that may be caused by external factors i.e. potholes, roadwork’s etc.

**Roadside Assist does not cover, but offers assistance** in one of the following situations on a member to pay basis, subject to the member paying costs at the time of service:

* If the vehicle is involved in an accident/collision and needs to be towed, services can be arranged
* If there is an attempted theft or hijacking of the vehicle and the services of a locksmith, tow or similar are required
* Fuel assistance at non-roadside locations will be assisted but on a member to pay basis.
* Lost/Stolen keys or keys not locked in the vehicle.
* No spare tyre to replace a flat tyre with or the required equipment.

**EMERGENCY MEDICAL SERVICES**

**Product Description**

In the event of a medical emergency Europ Assistance SA can be contacted, 24 hours a day to arrange emergency medical assistance, anywhere in South Africa.

**Product benefits**

In the event of an emergency, should the client be unable to get to a hospital, appropriate transportation, such as an ambulance is arranged. In addition to emergency transportation, the Medical Evacuation product also offers:

* Emergency telephonic medical advice
* Dispatch of ambulance services road or flight.
* Arrangements for compassionate visit by a family member
* Arrangements for the escorted return of minors after an accident
* The relaying of information to a family member/acquaintance

**PERSONAL HEALTH ADVISOR**

**Product Description**

Personal Health Advisor is a revolutionary healthcare system offering access to a professional assistance service that deals with any health query 24 hours a day, 365 days a year. This service is offered in the majority of the official South African languages.

Personal details and medical history are loaded into a computer database for easy access.

**Product benefits**

1. **The Personal Health Advisor:**
* Assesses the client’s symptoms and refers him/her to the appropriate type of health care
* Provides the client with important health knowledge on any aspect of health from surgery to detailed information on varying problems such as lice, moles, measles or mumps
* Provides expert counselling on any chronic ailments or diseases to help the client live with their condition or that of a loved one
* Provide expert information on medicines, including purpose, side effects, and contra-indications
1. **The product includes:**

***Emergency Medical Advice***

In the event of a medical emergency, the Personal Health Advisor will provide appropriate first aid advice to the client to provide assistance until medical help arrives.

*Assessing day-to-day symptoms*

The Personal Health Advisor can give advice on various common illnesses such as colds. Although unable to diagnose, the nurses have access to a computer database and their own clinical experience to guide the client through various home care advice strategies.

*Important health knowledge*

The Personal Health Advisor can explain various medical terms, results of tests and explain procedures to the client as well as give dietary information.

*Drug database*

The Personal Health Advisor has access to a complete drug database to assist the client with information on a specific drug, the contra-indications, when it should be taken and whether there are any dietary specifications linked to the usage of the drug.

*Poisoning*

The Personal Health Advisor also comprises of a database with poisoning protocols for the nurses to assist the client. The immediate and long-term needs are addressed with the client who will also be advised to go to a medical facility. An ambulance will be dispatched if the patient is critical and in need of immediate medical care.

***Health Counselling***

The Personal Health Advisor can offer the client a better understanding of various chronic ailments such as cancer, HIV/Aids, diabetes, asthma etc. and offer specific advice to help the patient, and those around them, cope better with their circumstances.

The ailments covered include, but are not limited to:

* HIV/Aids and Cancer

 The registered nurses are amongst the leading counsellors in this field and assist the clients in managing and living with the condition to the best of their ability.

* Addiction

 All the nurses are trained counsellors and can offer advice on coping skills or refer clients to appropriate medical care clinics.

***Stress Management***

The Personal Health Advisor can assist stressed clients on a daily basis offering counselling, advice and relaxation techniques. They discuss, and although no definite risk evaluation takes place, in cases where the nurse realises that there is a need for further assistance, the client will be referred to a doctor for initial assessment and further treatment.

***Trauma debrief***

A debrief takes place with an invitation to call back if the need arises to discuss the situation further. In cases where assessment takes place and the nurse feels that professional assistance will be required, they advise that the patient visit a professional trauma counsellor for a one-to-one session.

**HOME ASSIST**

**Product Description:**

Home Assist is a 24-hour helpline providing assistance for emergency household repairs that need to be carried out within 2 hours of the call and that could result in consequential damage. It may also refer to a situation where a client has no access to essential services such as electricity, hot water or sanitary use.

**Benefit to member**

* Service providers are dispatched in the event of electrical and plumbing problems, locksmiths, or if an essential appliance needs to be repaired.
* The service provides for three incidents per calendar year or per year from policy inception.
* This cost includes call-out and first hour labour but excludes costs related to parts.
* Assistance will be provided in the event of non-emergency repairs; the member will then be liable for costs and must settle directly with the service provider at the time of repair.

|  |  |  |  |
| --- | --- | --- | --- |
| **Electrical repairs** | **Plumbing repairs** | **Locksmith repairs** | **Appliance repairs** |
| * distribution boards, circuits, main cables
* earth leakage relays
* geyser connections, thermostats and elements
* plug points causing power failures
* general house wiring
* light fittings or switches causing power failures
* lightning strikes on wiring
* burnt connections
* connections to all electrical motors e.g. electric gate motor
* municipal connections inside of the property
 | * visible burst water connections and pipes
* municipal connections inside the property
* blocked drains, toilets, baths and sinks
* geyser overflow valves (lacto and pressure release)
 | * if keys have broken off or are lost for the main entrance or exit to a house
 | * fridges
* freezers
* washing machines
* stoves (only if complete function is lost – if one or more plates are working it is not deemed to be an emergency repair
 |

**Exclusions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Electrical repairs** | **Plumbing repairs** | **Locksmith repairs** | **Appliance repairs** |
| * Electric gates and doors
* Jacuzzi, swimming pool or borehole pumps
* Air conditioners and commercial refrigeration
* Repairs not complying with regulated specifications such as SABS and others
* Geyser solar panels
 | * Jacuzzis, swimming pools or boreholes
* Leak detection inspection
* Repairs not complying with regulated specifications such as SABS or others
 | * burglary incidents
* outbuildings
* padlocks
* safes
 | * damages to cosmetic parts (parts not influencing the operation of the appliance)
* repairs to items damage due to theft, rust, fire or ordinary wear and tear
* all appliances not listed above
 |

**Benefit to client**

* Support your retention strategy by offering your customers a comprehensive value-added service offering encompassing emergency support services.
* Costs are covered for the call-out and first hour’s labour.
* Customised claims management and support.
* The service is fully customisable in terms of number of type of incidents required, specific to requirements.
* Europ Assistance SA has a national accredited panel of reliable repairers and will enforce workmanship warranties where possible.

**Terms and conditions**

* Incidents not attended to on the instruction of a Europ Assistance SA case manager will not be considered after any repair.
* Emergency repairs outside of the domestic dwelling are not included i.e. office premises, public buildings or outbuildings not attached to the main building etc.
* A repair incident is considered per service category, e.g. if an electrician is called out to repair a fault on the distribution board, as well as an electrical connection, this is treated as one call out.
* If an appliance is still under warranty, it will be referred to the manufacturer for repair.
* The benefit period is one calendar year, and the benefit does not accumulate, but is a maximum amount per incident.
* Service guarantees vary and will be stated on the service provider’s invoice.

**TAKE ME HOME**

**Product description**

**Take me Home** is a designated driver service that ensures that you always arrive home safely after a night out with the added convenience of having your vehicle safely driven home for you.

Our **Take me Home** offering provides members with a **convenient** and **cost effective** means of getting home safely at a time that is convenient to you.

**Benefits to member**

* The service is available to members where the pick-up point or the drop off point is within any of the following metropolitan areas and the total trip does not exceed 50km: **Johannesburg, Pretoria, Cape Town, Durban, East London, Port Elizabeth** and **George.** Please refer to the maps which show a graphical representation of areas covered. *(to follow)*
* We will dispatch a vehicle with two drivers and drive the member home in their vehicle.
* Designated drivers are equipped with a cellphone and have access to a GPS.
* If the member exceeds the total number of covered incidents for the period, the member can still make use of the service but the booking will be facilitated through the designated provider.
* Europ Assistance will cover 6 incidents per annum.

**Terms and conditions**

***Booking a trip***

* Members can make use of our service by calling our contact centre, e-mailing us or completing the online booking form.
* Members can book trips in one of the following ways:
	+ 24hrs, 365 days a week for any period in advance. Where possible, bookings should be made at least 48 hours in advance.
	+ Book the trip 60 minutes before the driver is required in order to ensure that the driver arrives within 60 minutes. Please note that this is only applicable during off-peak times as specified below.
	+ Should this fall within our peak periods as specified below, the pick-up time may be up to 120 minutes from time of the booking.
* The call centre agent facilitating the booking may request the member to provide an alternate contact number to ensure that the designated driver can make contact the member at the specified collection time.

***Changing a booking time***

* It must be noted that if a client moves from the original booking location without notifying and confirming with the call centre, EASA may not be in a position to successfully deliver the service. It is the responsibility of the client to notify the relevant parties within a reasonable time frame of their intention to change the location of pick up.

***Pick-up and drop-off points***

* When a booking is made, a pick-up point will be agreed on by the member.
* At the specified time and location, the call centre will notify the client that the pick-up driver has arrived, at which time the member will have 15 minutes to meet the designated driver. If there is no response after 15 minutes, the call centre will notify the member that the pick-up driver will be leaving and the trip will be cancelled. Cancellation terms apply.
* When collecting a member at a large venue e.g. a casino, it is the responsibility of the member to ensure that the pick-up point is a clearly identifiable landmark and can easily be located.

***Additional passengers***

The service is available to the policyholder and up to a maximum of two passengers, collected from a single pick-up point and transported to a single drop-off point. The service will not allow for various drop-off points, drop-off is a single destination determined by the member at the time of logging the call.

***Peak times and off-peak times***

|  |  |  |
| --- | --- | --- |
| ***Peak / Off Peak Periods***  | ***Start Time*** | ***Closing Time*** |
| Off Peak - Sunday Evening to Thursday morning | First Pick Up 5:30pm | Last Bookings at 2am – Last Pick Up at 3am |
| Peak - Thursday Evening to Sunday Morning | First Pick Up 5:30pm | Last Bookings at 1am – Last Pick Up at 3am |

Peak times also include public holidays (the night before and on the day) and in some instances major public events that happen within the covered areas.

Once a booking has been confirmed the pickup time will not be changed during peak periods. During off-peak periods we may be able to change the times but will be reviewed at time of request.

***Cancellation***

* Any bookings cancelled in less than 60 minutes before the proposed collection time, will be billed at the full rate and deducted from the member’s total covered incidents.
* During peak periods the cancellation time will be extended to 90 minutes.

***Additional terms and conditions***

* 50km is covered from point of pick up to point of drop off. In cases where the client wishes to travel further from this point and if capacity on the day allows it, the client will be charged accordingly and payment terms will be facilitated by the designated service provider directly.
* Please take note that **Take me Home** is not a taxi service and can only transport a member in the member’s vehicle.
* Member should not pay any gratuity to the provider rendering the service
* If the member is not entirely satisfied with the service, a call can be logged through the call centre. A full investigation will be conducted and feedback will be provided to the member accordingly.

**TERMS AND CONDITIONS TAKE ME HOME**

**1 DEFINITIONS**

1.1 “Ad Hoc Booking” means a booking by a Member requesting the next available Driver which is subject to stipulated waiting times which differ during peak and non-peak times;

1.2 “Booking” means the action by which the Member calls the EASA call Centre, emails EASA or completes the online booking form and requests the Service from the Pickup point to the Drop Off Point;

1.3 “Additional passenger” means a maximum of two (2) passengers with the member collected from a single pick up point and transported to a single drop-off point.

1.4 “Call Centre Agent” means any person employed at the EASA call centre

1.5 “Call Centre Hours” means twenty four (24) hours 365 days a year

1.6 “Covered incidents” means the amount of incidents covered in terms of the members policy as set out in Annexure A attached hereto.

1.7 “Pick up Point” means the address at which the Member requests to be collected for purposes of using the Service;

1.8 “Pick up time” means the time at which the Driver arrives at the Pickup point;

1.9 “CPA” means the Consumer Protection Act 68 of 2008 and the regulations.

1.10 “Designated Provider” means EASA contracted service provider

1.11 “Driver” means a person employed by the Designated Provider as a chauffeur

1.12 “Drop Off Point” means a single destination determined by the member at the time of logging the call of where the Member requests to be dropped off

1.13 “EASA” means Europ Assistance Worldwide Services (South Africa) (Pty) Ltd, a company duly incorporated in accordance with the laws of South Africa with registration number 1984/009468/07 situated at Valley View Office Park,680 Joseph Lister Street,Constantia Kloof Ext 31,Roodepoort,Johannesburg,Tel: 011 991 9000, email address: .l…..

1.14 “Off Peak period” means Sunday Evening to Thursday morning

1.15 “Operating Hours” means from 17h30 (pm) to 3h00 (am) the following day 7(seven) days a week;

1.16 “Peak period” means Thursday Evening to Sunday morning as well as public holidays (the night before and on the day) and in some instances major public events that occur within the Service area for example sporting events and concerts etc.

1.17 “Pre Booking” means a Booking made preferably forty eight (48)hours in advance but at least one (1) hour during off peak time and two (2) hours during peak periods prior to the Pickup time requesting a specific pick up time;

1.18 “Take me Home service” means the service whereby a member is driven home in his own vehicle by a designated driver

1.19 “Territory” means a maximum of 50km from the pickup point to the drop off point within any of the following metropolitan areas: Johannesburg, Pretoria, Cape Town, Durban, East London, Port Elizabeth and George;

1.20 “The Agreement” means this agreement together with the Schedules.

1.21 “the Member” means a policy holder

1.22 “the Service” means the chauffer service rendered by EASA to the Member in terms of this Agreement and his policy;

**2 SERVICE DESCRIPTION**

2.1 EASA will provide the Take Me Home service to the Member during the Operating Hours and within the Territory.

2.2 EASA call centre agent will dispatch a vehicle with two drivers and drive the member home in their own vehicle.

2.4 The Member will only be transported in a motor vehicle provided by him as this is not a taxi/shuttle service.

3. **BOOKING A TRIP**

3.1       The Member may log a Booking in any of the following ways:

3.1.1    book the service 48 hours in advance to guarantee collection at a pre-specified time

3.1.2    booking the trip 60 (sixty) minutes before the driver is required so as to ensure the driver arrives within 60 (sixty) minutes of time of booking. This is only applicable during off peak times. During peak times the booking should be made 120 (one hundred and twenty) minutes before the driver is required so as to ensure that the driver arrives within 120 (one hundred and twenty) minutes.

3.2 A Pick up point will be agreed on with the member when making a booking.

3.3 The call centre agent facilitating the booking may request the member to provide an alternative contact number to ensure that the designated driver can contact the member at the specified pick up time

3.4 Should the Member exceed the total number of covered incidents for the period in terms of his policy, the member can still use the service but the booking will be facilitated on a member to pay basis. In this event the call centre agent will bill the members credit card at the time of the booking.

4. **CHANGES TO A BOOKING**

4.1 The Member must log any changes to the Booking with the Call Centre within a reasonable time

4.2 If the member moves from the original pick up point without notifying and confirming with the call centre EASA may not be in a position to successfully deliver the service.

4.3 Any bookings cancelled in less than sixty (60) minutes during off peak periods and ninety (90) minutes during peak period, before the proposed collection time will be billed at the full rate and deducted from the member’s total covered incidents

5. **PICK UP AND DROP OFF POINTS**

5.1 The Driver will endeavor to arrive at the Pickup point within sixty (60) minutes during off peak periods and hundred and twenty (120) minutes during peak periods from the time of booking.

5.2 The Member must keep a proper lookout for the Driver and to remain contactable by cell after logging a Booking

5.3 The member must ensure the driver has access to the Pickup point

5.4 At the specified time and location the call centre will notify the member via sms that the Driver has arrived at which time the member will have fifteen (15) minutes to meet the designated driver.

5.5 Upon arrival of a Driver at the Pickup point he/she shall wait for a period of fifteen (15) minutes in order that the Member may identify him/herself to utilise the Service, upon expiry of the fifteen (15) minutes the call centre will notify the member that the Driver will be leaving and the trip will be cancelled. EASA will be entitled to charge the Member a Booking cancellation fee which will be deducted from his total number of available incidents.

5.6 When the Pickup point is at a large venue eg. A casino it is the responsibility of the member to ensure that the Pickup point is a clearly identifiable landmark and can easily be located.

5.7 50km is covered from point of Pickup to point of drop off. In cases where the member wishes to travel further from this point and if capacity on the day allows it, the member will be charged accordingly and payment terms will be facilitated by the designated service provider directly.

**6 INDEMNIFICATION**

6.1 EASA undertakes to take reasonable care in providing the Service.

6.2 The Member indemnifies EASA from all liability associated with any material damage to property, directly or indirectly, consequential or otherwise arising from the Service which may be instituted by a third party.

6.3 The Member hereby irrevocably indemnifies EASA, its directors, employees and Service Providers, against any claim for material damages to property which may be instituted against any one or more of them by the Member, his estate or successors in title, arising out of or in connection with, any negligent conduct of EASA, its directors, employees, Service Providers.

6.4 The Member expressly acknowledges that the Service is for the Member's use only.

6.5 The Member warrants that the appropriate insurance cover is in place in respect of the Member’s motor vehicle and extends to alternate drivers and alternate drivers under the age of 25 driving the Member's motor vehicle, so as to includeany EASA representative providing the Service.

**7 THIS AGREEMENT**

The member and all additional passengers agree that by requesting and making use of this service he/she agrees to the terms and conditions set out herein.

**8 FORCE MAJEURE**

EASA shall not be liable for any failure to fulfil its obligations under the Agreement to the extent that such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God.

**9. DISPUTE**

If the member wishes to lodge a dispute because he/she is not happy with the service he/she can call the call centre. A full investigation will be conducted and feedback will be provided to the member accordingly within a reasonable time.

**10. DISPUTE RESOLUTION**

10.1 If any dispute arises in connection with the agreement, the parties agree that it will be being referred first to mediation. If the dispute cannot be mediated according to either party or mediation fails within 7 (seven) days of the dispute arising then either party can refer the matter to arbitration by asking the South African Association of Arbitrators to appoint an arbitrator who is familiar with this industry to settle the dispute in accordance with the provisions of the Arbitration Act, No 42 of 1965.

10.2 The venue of the dispute resolution will be at EASA principal place of business and conducted in the English language

10.3 Nothing prohibits either party to approach a court of Law for urgent/interim relief.

**11 GENERAL**

11.1 The Member acknowledges that EASA communicate by SMS (short message service) and hereby agrees that no communication received by the Member in this manner will be regarded as unsolicited communication as contemplated in the CPA.

11.2 The Member hereby consents to EASA sending SMS communication and agrees that any down time will not be considered spam

11.3 All telephone communication is recorded on the EASA voice recording system

11.4 Should any of the provisions of the Agreement be in conflict with the CPA and /or the Electronic Communications and Transactions Act 25 of 2002, and the Regulations promulgated thereunder, these Acts and Regulations shall prevail. Such a conflict will not invalidate the remainder of the terms of the Agreement.

11.5 Members should not pay any gratuity to the Drivers rendering the services

**LEGAL ASSIST**

Legal Assist is a 24-hour telephonic advice line manned by qualified in-house attorneys who provide guidance on all legal matters.

**Benefit to member**

Unlimited general telephonic legal advice which includes:

* criminal offences
* labour matters
* fines
* debt
* contracts
* divorce
* maintenance
* motor vehicle accidents

**Members have access to Europ Assistance SA’s national panel of attorneys where they will enjoy the following benefits:**

* one free 30-minute consultation
* one free letter
* one telephone call

**To further assist the member, Europ Assistance SA has put together a useful standard documents which may be used by the member:**

* divorce kit
* small claims court kit
* child maintenance kit
* domestic employment agreements
* lease agreements
* purchase and sale agreements
* last will and testament

086 111 1382